

**Murray Calloway Transit Authority ("MCTA")
COMMUNITY ROOM RENTAL AGREEMENT
1111 Transit Way, Murray KY 42071**

1. Rental Date _____ Rental Time: From _____ AM/PM To _____ AM/PM

2. Renter's Name: _____

Contact/ Organization's Name: _____ Phone/Cell _____

Mailing Address: _____

E-Mail Address: _____

3. Purpose of Rental: _____

4. Rental Charge: _____

Fees/Deposits:

- | | |
|---|-----------------------------------|
| • Community Room Rental Fee: \$125.00 | Room usage hours are: |
| • Not-for-Profit Rental Fee: \$62.50 | Fridays 6:00 PM-12:00 AM |
| • AV Equipment: \$25.00 Refundable Deposit | Saturday 9:00 AM- 12:00 AM |
| • Cleaning: \$100 Refundable Deposit | Sunday 9:00 AM- 4:00 PM |

5. Deposit and completed rental agreement form must be received by MCTA in order to reserve the community room. MCTA cannot put the room on "hold". In the event of cancellation, the deposit shall be returned to Renter.

6. Keys shall be picked up not more than two (2) business days prior to rental date unless otherwise permitted. Keys shall be returned in person to the MCTA office no later than 12:00 p.m. (noon) the next business day following the rental. Upon key return, deposit will be refunded, pending condition of the room. The temperature in the room will be preset prior to the event to a comfortable temperature depending on the season. If there is a preferred temperature that you would like the room to be set at, please let staff at MCTA know this during our normal business hours before your scheduled event.

7. Area rented is to be cleaned and left in the same condition as received. The garbage must be bagged and placed in the dumpster located through the rear exit. The room arrangement must be returned to the original setup. See attachment for original room setup.

8. **Do not attach or put anything on or in the walls. This includes any tape, adhesives, stickers, nails, tacks, etc. This will cause loss of deposit.**

9. **No alcoholic beverages are allowed in the building or on the premises. No smoking is allowed in the building.**

10. Deposit will be held pending inspection of the community room. If the room is not cleaned, vacuumed, keys returned and all other terms and conditions met in accordance with the terms and conditions of this agreement, MCTA shall retain the deposit. If the renter is a not-for-profit organization, MCTA reserves the right to retain the full rental/deposit amount paid. The deposit may be held in the full discretion of the MCTA if any of the following occurs:

- a. Failure of Renter to return keys before 12:00 p.m. (noon) the next business day;
- b. The garbage is not bagged and placed in the dumpster (or otherwise removed from the premises); and
- c. The area rented is not cleaned. Cleaning includes, but is not limited to, removal of all waste items, washing and/or sanitizing of counters or cabinets; removal of all food, beverage and containers; removal and sanitizing of all spills; floor swept and mopped if necessary.
- d. The room is not returned to the original setup.
- e. The room is used for a purpose other than the purpose disclosed herein in Paragraph Three

_____ int.

11. Renter covenants and agrees that it will indemnify, defend and hold harmless MCTA, its affiliates, employees, volunteers, agents, successors and assigns from any and all claims including **any and all injuries, losses, damages, liabilities, defenses, actions, causes of action, suits, debts**, promises, demands, including, but not limited to, bodily injury or property damage, fines, costs, fees, and expenses, including, but not limited to, all litigation costs (expert fees, deposition fees, etc.) attorney fees and costs (at both trial and appellate levels) of whatever nature or kind, known and unknown, whether based in law or in equity arising out of or in any way relating to Renter's activities upon the property, including, without limitation, claims of third parties for property damage or for bodily injuries and any and all expenses or obligations, including reasonable attorney's fees and costs.

12. All personal property placed on the property by Renter at the sole risk of Renter and MCTA shall not be liable for any loss or damage to Renter's personal property located thereon for any reason whatsoever. Renter agrees and understands that MCTA does not and shall not carry liability, theft or fire insurance on said property to cover Renter's interest therein.

13. The hold harmless and indemnifications provided in this Agreement shall survive the rental period.

14. Renter understands, agrees, acknowledges and further consents that this Agreement does not constitute a lease agreement for the term specified herein. This Agreement only allows the designated area to be used for the specified purpose as identified herein above. Any violation by Renter of any of the covenants and conditions as stated herein may result in the immediate removal of Renter from the premises. If in MCTA's sole discretion it believes that a violation has occurred, Renter consents that MCTA shall have the right to give immediate notice to Renter to immediately remove all persons and personal property from the premises.

15. Renter shall be solely responsible for any and all damages to the premises (structural or otherwise), personal property and/or fixtures caused by Renter, Renter's guests and invitees and any third party permitted on the premises by Renter. All costs of repair, maintenance and replacement shall be the sole cost of Renter. This includes, but is not limited to, any and all costs of construction, labor, materials, etc. which is necessary to restore the premises to its original condition. This remedy is in addition to all other remedies set forth herein. The premises shall be inspected prior to the rental period and therefore any damages noted following the rental period shall be deemed to be the sole responsibility of the Renter.

16. Each party to this Agreement represents that it has the power and authority to enter into this Agreement and to carry out its duties and obligations hereunder. The individuals executing this Agreement state they have the authority to make the representations stated herein and to execute on behalf of the entity for which he/she is signing.

If you have questions or issues that arise during your rental please call: 270-752-0384.

I, the undersigned hereby verify that I have read the foregoing Agreement and by signing below I agree and accept all terms and conditions set forth herein. Further, I acknowledge that I have received a copy of this Agreement.

Renter Signature: _____

Date: _____

MCTA Staff Signature: _____ **Date:** _____

FOR OFFICE USE ONLY:

Date Deposit Paid _____ Rent: \$ Deposit: \$ _____ Receipt # Key # _____ Date Key Returned _____

Inspected Before (date/time/staff) _____ Inspected After (date/time/staff) _____

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